



TEXAS HIGHER EDUCATION COORDINATING BOARD

REQUEST FOR APPLICATIONS

Texas Science, Technology, Engineering, and
Mathematics (T-STEM)
Challenge Scholarship Program

2016-2018

781 – 7 – 16290

NOTICE OF INTENT DEADLINE: March 15, 2016

APPLICATION DEADLINE: March 30, 2016

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

TABLE OF CONTENTS

1	OVERVIEW OF FUNDING OPPORTUNITY.....	5
1.1	PROGRAM TITLE.....	5
1.2	SYNOPSIS OF PROGRAM	5
1.3	POINT OF CONTACT.....	5
2	AWARD SUMMARY	5
2.1	AVAILABLE FUNDING	5
2.2	ALLOCATION OF FUNDING	5
2.3	COST SHARING OR MATCHING REQUIREMENTS.....	5
2.4	GRANT TERM	6
2.5	RFA CALENDAR.....	6
3	PROGRAM PURPOSE AND AUTHORITY.....	6
3.1	PURPOSE OF T-STEM PROGRAM	6
3.2	PROGRAM AUTHORITY.....	6
4	STEM AND RELATED FIELDS	6
4.1	T-STEM INSTRUCTIONAL PROGRAMS	6
4.2	T-STEM OCCUPATION FIELDS	7
4.3	CROSS-WALK BETWEEN INSTRUCTIONAL PROGRAMS AND OCCUPATION FIELDS	7
5	ELIGIBILITY INFORMATION.....	8
5.1	ELIGIBLE APPLICANTS	8
5.2	ELIGIBLE CONTINUATION APPLICANT	8
6	NOTICE OF INTENT GUIDELINES	8
7	INQUIRIES.....	9
8	APPLICATION SUBMISSION GUIDELINES.....	9
9	APPLICATION FORMAT.....	9
9.1	GENERAL PROGRAM INFORMATION.....	9
9.2	PROPOSED T-STEM PROGRAM SUMMARY.....	10
9.3	LIST OF BUSINESS AND INDUSTRY PARTNERS	10
9.4	BUDGET	10
9.5	CERTIFICATION OF APPLICATION.....	10
10	SELECTION CRITERIA	10
11.1	T-STEM SCHOLARSHPS	11
11.2	ADMINISTRATION AND SUPPORT COSTS	11
11.3	UNALLOWABLE COSTS	11
11.4	BUDGET CHANGES	11
12	STUDENTS ELIGIBLE TO RECEIVE T-STEM SCHOLARSHIPS.....	12
12.1	INITIAL SCHOLARSHIP RECIPIENT.....	12
12.2	CONTINUING SCHOLARSHIP RECIPIENT	12
12.3	STUDENT ELIGIBILITY LIMIT	13
13	STATEMENT OF SERVICES TO BE PERFORMED	13
13.1	PROVIDE ELIGIBLE STUDENTS WITH T-STEM SCHOLARSHIPS	13

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

13.2	DEVELOP PART-TIME EMPLOYMENT FOR SCHOLARSHIP RECIPIENTS.....	13
13.3	IDENTIFY LOCAL STEM EMPLOYMENT NEEDS.....	14
13.4	DOCUMENT PARTNERSHIPS WITH BUSINESS AND INDUSTRY.....	14
14	PAYMENT FOR SERVICES.....	14
14.1	FUNDS DISTRIBUTION.....	14
14.2	LAST DAY OF EXPENDITURES.....	15
14.3	RETURN OF UNEXPENDED FUNDS.....	15
15	PROGRAM REPORTING REQUIREMENTS.....	15
15.1	REPORTING CALENDARS FOR AY 2017 AND 2018.....	15
15.2	STUDENT REGISTRATION DATA REPORT.....	15
15.3	REQUEST FOR FUNDS REPORTS.....	16
15.4	ANNUAL BUSINESS AND INDUSTRY PARTNERSHIPS REPORT.....	17
15.5	ANNUAL FINANCIAL REPORT.....	17
15.6	DELINQUENT REPORTS.....	17
16	PROVISIONS AND ASSURANCES.....	17
16.1	COST OF APPLICATION PREPARATION.....	17
16.2	APPLICATION DELIVERY AND LATE APPLICATIONS.....	17
16.3	CONFLICT OF INTEREST.....	18
16.4	CONTRACT.....	18
16.5	PROPRIETARY INFORMATION.....	18
16.6	RELEASE OF INFORMATION BY AWARDED APPLICANT.....	19
16.7	RELEASE OF APPLICATION INFORMATION BY THE COORDINATING BOARD.....	19
16.8	AMENDMENT AND TERMINATION.....	20
16.9	NOTICE.....	21
16.10	ASSIGNMENT OR SUBCONTRACTING.....	22
16.11	LIABILITY AND INDEMNIFICATION.....	22
16.12	LICENSE.....	23
16.13	SEVERABILITY AND STRICT PERFORMANCE.....	23
16.14	CONFLICTING RFA LANGUAGE.....	24
16.15	INSPECTIONS/SITE VISITS.....	24
16.16	AUDIT AND ACCESS TO RECORDS.....	24
16.17	ACCOUNTING SYSTEM.....	25
16.18	NON-APPROPRIATION OF FUNDS.....	25
16.19	STATE FISCAL COMPLIANCE GUIDELINES.....	25
16.20	APPLICABLE LAW AND VENUE.....	25
16.21	APPLICANT RESPONSIBILITIES.....	26
16.22	KEY PERSONNEL.....	27
16.23	ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES.....	27
16.24	SUPPLANTING PROHIBITION.....	28
16.25	CARRYOVER FUNDS.....	28
16.26	TIME AND EFFORT RECORDKEEPING.....	28
16.27	FORMS, ASSURANCES, AND REPORTS.....	28

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

16.28 FAMILY CODE APPLICABILITY	28
16.29 AFFIRMATION CLAUSES	28
Appendix A	31
Crosswalk: T-STEM Program and Occupation Classifications	31
Appendix B	32
List of Eligible Applicants.....	32
Appendix C	33
Sample NOGA	33

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Texas Science, Technology, Engineering, and Mathematics Challenge Scholarship Program (T-STEM, T-STEM Program)

1.2 SYNOPSIS OF PROGRAM

In 2011, the 82nd Texas Legislature passed House Bill 2910, codified as Texas Education Code 61.9791 through 61.9795, to address the state's need to increase the number of students pursuing and graduating from Science, Technology, Engineering, and Math (STEM) programs. In 2015, the 84th Legislature passed Senate Bill 1066 to amend Section 61.9794, affecting the continuing eligibility of institutions. The T-STEM Program provides grants to eligible Texas public community and technical colleges to allow them to increase their success in graduating students in STEM programs, provide scholarships to qualifying, high-achieving students enrolled in STEM programs, and increase the number of STEM graduates entering the Texas workforce.

1.3 POINT OF CONTACT

Mindy Nobles, Program Director
Academic Quality and Workforce Division
Texas Higher Education Coordinating Board
TSTEM@THECB.state.tx.us

2 AWARD SUMMARY

2.1 AVAILABLE FUNDING

The T-STEM Program is funded through a grant provided to the Texas Higher Education Coordinating Board by the Texas Guaranteed Student Loan Corporation (TG). The Coordinating Board will award grants (Award) up to the amount of \$7 million for a two-year grant term that includes Academic Years (AY) 2017 and 2018.

2.2 ALLOCATION OF FUNDING

The Coordinating Board will apportion Awards among eligible new and continuing applicants (Applicant, Awarded Applicant) up to the limit of available funds. Eligibility is based upon criteria described in Section 5.1 and Section 5.2.

2.3 COST SHARING OR MATCHING REQUIREMENTS

Cost sharing or matching funds is not required. However, Applicants are encouraged to seek cost sharing or matching funds. Applicants may document anticipated cost sharing or matching funds that support additional scholarships or administrative costs.

The following cost sharing and matching funds are allowable:

(a) Applicant contributions, in-kind or monetary; and

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

(b) Business/industry contributions, in-kind or monetary.

2.4 GRANT TERM

The two-year Grant Term extends from the date of contract execution through August 31, 2018. All expenditures shall be made no later than the last day of the Grant Term.

2.5 RFA CALENDAR

The application process for this RFA is anticipated to proceed according to the calendar below. The Coordinating Board reserves the right to revise this calendar.

Date	Event
February 2016	RFA Posting Date
March 15, 2016	Notice of Intent Deadline
None*	Inquiry Deadline
March 30, 2016	Application Deadline
April 2016	Awards Announced
May 2016	Notice of Grant Awards (NOGAs) Sent
Execution of NOGAs	Grant Term Begins
August 31, 2018	Grant Term Ends

*This is not a competitive grant process. Applicants may submit questions to the Point of Contact at any time prior to submitting an Application.

3 PROGRAM PURPOSE AND AUTHORITY

3.1 PURPOSE OF T-STEM PROGRAM

The Coordinating Board seeks to make Awards to eligible Texas public community and technical colleges to support the development, implementation, and maintenance of scholarships to eligible, high achieving college students pursuing degree programs in identified STEM programs at Awarded Applicant institutions. T-STEM grants are intended to increase the graduation of students enrolled in STEM and related degree and certificate programs.

3.2 PROGRAM AUTHORITY

This program is authorized under Texas Education Code, Sections 61.9791 through 61.9795 and Title 19, Part 1, Texas Administrative Code, Sections 22.570 through 22.577. Awarded Applicants agree to comply with the laws and rules governing the program.

4 STEM AND RELATED FIELDS

4.1 T-STEM INSTRUCTIONAL PROGRAMS

T-STEM Instructional Programs serve as a guide for award of student scholarships and for initial eligibility of Applicants based on the number of students enrolled in T-STEM programs in the prior academic year.

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

T-STEM Instructional Programs are those with a defined set of courses that lead to the award of either a certificate or an associate degree in the U.S. Department of Education Classification of Instructional Programs (CIP) areas using the following two-digit CIP codes:

- 11 Computer and Information Sciences and Support Services;
- 14 Engineering;
- 15 Engineering Technologies/Technicians;
- 26 Biological Sciences;
- 27 Mathematics and Statistics;
- 40 Physical Sciences;

and the following four-digit CIP codes:

- 30.01 Multi/Interdisciplinary Studies, Biological and Physical Sciences;
- 51.00 Health Services/Allied Health/Health Sciences, General;
- 51.06 Dental Support Services and Allied Professions;
- 51.08 Allied Health and Medical Assisting Services;
- 51.09 Allied Health Diagnostic, Intervention, and Treatment Professions;
- 51.10 Clinical/Medical Laboratory Science/Research and Allied Health Professions;
- 51.11 Health/Medical Preparatory Programs;
- 51.18 Ophthalmic and Optometric Support Services and Allied Professions; and
- 51.23 Rehabilitation and Therapeutic Professions.

4.2 T-STEM OCCUPATION FIELDS

T-STEM Occupation Fields serve as a guide for part-time employment opportunities for active T-STEM scholarship recipients and identification of local employment needs in the STEM fields by Awarded Applicants.

T-STEM Occupation Fields are a set of employment specialties defined by the Bureau of Labor Statistics as Standard Occupational Classification (SOC) Titles and include:

- 15 Computer and Mathematical Occupations;
- 17-2 Engineers;
- 17-3 Engineering Technicians;
- 19-1 Life Scientists;
- 19-2 Physical Scientists;
- 19-4 Life and Physical Science Technicians with the exclusion of 19-406 Social Science Research Assistant;
- 29 Healthcare Practitioners and Technical Occupations; and
- 31 Healthcare Support Occupations.

4.3 CROSS-WALK BETWEEN INSTRUCTIONAL PROGRAMS AND OCCUPATION FIELDS

A cross-walk table between the CIP and SOC classification titles for instructional programs and occupation fields for the T-STEM Program is provided in Appendix A.

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

5 ELIGIBILITY INFORMATION

5.1 ELIGIBLE APPLICANTS

Eligible Applicants are Texas public junior colleges or public technical institutes, as defined in Texas Education Code Sections 61.003(2) and 61.003(7), that meet the application requirements. Public community and technical college districts or systems are considered to be one eligible Applicant.

In order to be eligible for an Award, an Applicant must:

- (a) Enroll a minimum of 50 students in its T-STEM programs (Section 4.1) during the prior academic year (Appendix B, List of Eligible Applicants), and
- (b) Develop partnerships with business and industry (Section 13) that
 - Identify and document local employment needs in the STEM fields, and
 - Provide part-time employment for students enrolled in a STEM field.

Awarded Applicants should plan for continued eligibility by making T-STEM scholarship awards selectively to students who show promise of fulfilling one of the following conditions twelve months after receiving a scholarship: (a) continuation in a T-STEM Instructional Program (Section 4.1) toward a certificate, associate degree, or baccalaureate degree or (b) entering the workforce.

5.2 ELIGIBLE CONTINUATION APPLICANT

In order to receive continuation funding, beginning with the third academic year of participation, an eligible Applicant must show that at least 70 percent of its T-STEM Program scholarship recipients were, within twelve months of receiving a scholarship:

- (a) Enrolled in courses leading to a certificate, associate degree, or baccalaureate degree in an identified T-STEM Instructional Program (Section 4.1); or
- (b) Employed.

6 NOTICE OF INTENT GUIDELINES

Applicants interested in submitting an Application shall email a Notice of Intent to Apply to TSTEM@THECB.state.tx.us on or before March 15, 2016. The Point of Contact will email confirmation of receipt to the Applicant.

Institutions should coordinate submission of the Notice between instructional and administrative departments and the institution's Office of Sponsored Projects (OSP) in order to avoid duplicate submissions.

The Notice shall contain the following information:

- Subject line of email: Notice of Intent to Apply for TSTEM Grant
- Body of email:
 - Institution name;

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

- Name, title, department, phone number, and email of Program Director; and
- Name, title, address, phone number, and email of individual authorized to submit an Application on behalf of the institution. This is typically the Program Director's OSP representative.

NOTICE OF INTENT DEADLINE:

March 15, 2016

7 INQUIRIES

The T-STEM Program application process is not competitive. There is no deadline for inquiries. Applicants are encouraged to submit questions to the Point of Contact prior to submitting an Application. Applicants and prospective Applicants shall not discuss an Application with another Coordinating Board employee unless authorized to do so by the Point of Contact.

All responses by the Coordinating Board must be in writing in order to be binding.

Any information deemed by the Coordinating Board to be important and of general interest, or that modifies requirements of the RFA, will be sent in the form of an addendum to the RFA to all Applicants that have submitted a Notice of Intent or an Application. Applicants shall acknowledge receipt of all addenda to this RFA by sending an email to the Point of Contact.

8 APPLICATION SUBMISSION GUIDELINES

The grant Application is available on the [T-STEM webpage](http://www.THECB.state.tx.us/TSTEM) (www.THECB.state.tx.us/TSTEM). Applicants shall submit Applications electronically to the Coordinating Board at TSTEM@THECB.state.tx.us.

Each eligible Applicant may submit only one (1) Application in response to this RFA.

APPLICATION DEADLINE:

March 30, 2016

9 APPLICATION FORMAT

9.1 GENERAL PROGRAM INFORMATION

Provide general information on the T-STEM Program, including:

- Name of community or technical college
- Program Director
- Program Co-Director (required)
- Estimated number of eligible students to be awarded a scholarship each

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

year in Academic Year 2017 and AY 2018 (Section 11.1)

9.2 PROPOSED T-STEM PROGRAM SUMMARY

Provide a brief summary of the program that identifies the process of student selection, projected number of scholarships, administrative support, retention support and monitoring plan, and plan for providing part-time employment opportunities for awarded students. **For this two-year award, institutions should make provisions in the program summary for supporting freshmen who enter in AY 2017 and pursue associate degrees through two academic years or the end of the grant term, whichever occurs first.** The summary should be suitable for public release and be no more than approximately 1,000 characters in length.

9.3 LIST OF BUSINESS AND INDUSTRY PARTNERS

Provide a list of businesses and industries with whom the Applicant has developed, or seeks to develop, partnerships to support its T-STEM Program. List only those partnerships that are formed for the specific purpose of providing part-time employment opportunities for students awarded T-STEM scholarships and/or establishing the need for local STEM employment. For already-established T-STEM partnerships, attach a letter of understanding that documents each partner's commitment.

9.4 BUDGET

Include amounts and justification for planned, allowable T-STEM Program expenditures (Section 11) during the Grant Term. The Coordinating Board will negotiate a final budget with each Awarded Applicant.

9.5 CERTIFICATION OF APPLICATION

The Application shall be certified by the Applicant's Program Director or Chief Academic Officer. The Application shall be signed by an institutional official who is legally authorized to submit the Application on behalf of the Applicant. The Program Director shall serve as agent for the Applicant and as a primary contact for the Coordinating Board. The Program Director has primary responsibility for all ministerial acts required by the program, including maintenance of all records and preparation and submission of reports reflecting program transactions.

10 SELECTION CRITERIA

The selection process is not competitive. Eligibility is described in Section 5.

11 USE OF AWARDED FUNDS

Funds awarded for the T-STEM Program shall be expended only to provide scholarships to eligible students and for costs related to program administration.

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

11.1 T-STEM SCHOLARSHIPS

Awarded Applicants shall award scholarships for AY 2017 and AY 2018, beginning with the fall 2016 semester, to eligible students with declared majors in T-STEM Instructional Programs (Section 4.1).

Awarded Applicants may award scholarships to eligible students in an amount not to exceed \$2,500 annually for a maximum of two years of support. No T-STEM scholarship recipient may receive a T-STEM scholarship for more than a cumulative total of two academic years. A scholarship awarded in a given semester or year does not constitute an entitlement to an award in a second semester or year.

In order to be eligible for a T-STEM scholarship award, a student must be enrolled at the institution and in good standing, and must meet the requirements for eligibility for the T-STEM Program (Section 12). Scholarship recipients are not limited to in-state residency students.

11.2 ADMINISTRATION AND SUPPORT COSTS

Awarded Applicants may expend up to five percent of awarded funds for administration and support of the T-STEM Program. These funds must be expended on costs related specifically to the T-STEM Program, including personnel and supplies needed for direct support of the Program.

11.3 UNALLOWABLE COSTS

Awarded Applicants are prohibited from expending T-STEM funds on the following:

- Salaries or other stipends that are calculated at a higher pay rate than that which an individual (or similar position) normally receives at the public community or technical college. Costs for faculty and staff funded under T-STEM must reflect salaries appropriate to the tasks that will be performed and the length of time spent on T-STEM-related activities;
- Salaries and fringe benefits for positions other than those specifically identified in the approved Application;
- Consultant fees;
- Equipment;
- Construction or remodeling of facilities, architect's fees, and feasibility studies;
- Rent paid to a public community or technical college;
- Food, including meal and drink services;
- Application fees to national accrediting organizations;
- Costs incurred prior to the Award; and
- Indirect costs.

11.4 BUDGET CHANGES

Changes to the approved administrative budget requires prior, written Coordinating Board approval. Institutions may use unexpended administrative funds to support scholarships without prior approval.

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

12 STUDENTS ELIGIBLE TO RECEIVE T-STEM SCHOLARSHIPS

The intent of the selection criteria is to help with the selection of students who can be successful in the T-STEM Program, i.e., students who show promise of fulfilling one of the following conditions twelve months after receiving a scholarship: (a) continuation in a T-STEM Instructional Program (Section 4.1) toward a certificate, associate degree, or baccalaureate degree or (b) entering the workforce. Establishment of student eligibility is required only once per academic year. However, Awarded Applicants may award scholarships or decline to renew scholarships on a semester-by-semester basis.

12.1 INITIAL SCHOLARSHIP RECIPIENT

T-STEM scholarships are merit scholarships, based on past and continued student performance in specific instructional programs. To receive an initial (first-year) T-STEM scholarship, a student must meet the following criteria:

- Graduate from high school with at least a 3.0 GPA on a four-point scale* in mathematics and sciences courses (a statutory requirement that applies regardless of a student's more recent academic record or work experience);
- Enroll at the applicant institution and self-declare a major in a T-STEM Instructional Program (Section 4.1);
- Limit the number of hours worked in an internship or employment with a T-STEM business/industry partner to no more than an average of 15 hours per week during the semester; and
- If male, have a statement on file with the applicant institution indicating that the student is registered with the Selective Service System as required by federal law or is exempted from Selective Service registration under federal law.

* Math and science scores from non-standard high schools must be converted to the standard four-point scale using a reasonable conversion scale that captures the relative merit of the scores.

Students should plan to be eligible for a continuing (second-year) scholarship by completing a minimum of 30 semester credit hours during their first academic year and by completing 80 percent of all coursework attempted each semester.

12.2 CONTINUING SCHOLARSHIP RECIPIENT

To receive a continuing (second-year) scholarship after receiving an initial (first-year) scholarship, a student must meet the following criteria:

- Remain enrolled in a T-STEM instructional program at the Awarded Applicant's institution;
- Maintain an overall GPA of at least 3.0 on a four-point scale;
- Complete at least 80 percent of all semester credit hours attempted during each semester of the prior academic year;
- Complete at least 30 semester credit hours during the first academic year (fall, spring, and summer semesters or equivalent), as calculated in keeping with institutional policies;

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

- Limit the number of hours worked for a T-STEM business/industry partner to no more than an average of 15 hours per week during the semester; and
- If male, have a statement on file with the applicant institution indicating that the student is registered with the Selective Service System as required by federal law or is exempted from Selective Service registration under federal law.

12.3 STUDENT ELIGIBILITY LIMIT

An eligible student may receive a T-STEM scholarship for a cumulative total of two academic years. Semesters for which a scholarship is received need not be consecutive. An Awarded Applicant may give a partial scholarship for a portion of an academic year to an eligible student.

13 STATEMENT OF SERVICES TO BE PERFORMED

Awarded Applicants agree to administer an Award under the 2016-2018 T-STEM Challenge Scholarship Program and provide the following services.

13.1 PROVIDE ELIGIBLE STUDENTS WITH T-STEM SCHOLARSHIPS

Awarded Applicants shall provide T-STEM scholarships for the fall, spring, and/or summer semesters during AY 2017 and AY 2018. Eligible students may receive a partial year's scholarship for only one semester, if necessary. After receiving an Award, the Awarded Applicant shall provide a scholarship application form accessible to all eligible students on paper or through electronic access, collect all applications from eligible students, and verify student eligibility as described in Section 12. The awarding of scholarships to students takes place at the Awarded Applicant's discretion. Institutions may award scholarships selectively to students showing promise of fulfilling one of the following conditions twelve months after receiving a scholarship: (a) continuation in a T-STEM Instructional Program (Section 4.1) toward a certificate, associate degree, or baccalaureate degree or (b) entering the workforce.

For this two-year award, institutions should make provisions for supporting freshmen who enter in AY 2017 and pursue associate degrees through two academic years or the end of the grant term, whichever occurs first.

The number and amount of T-STEM scholarships awarded by an Awarded Applicant shall be documented for each semester during the grant term, beginning fall 2016, through the Student Registration Data Report (Section 15.2).

13.2 DEVELOP PART-TIME EMPLOYMENT FOR SCHOLARSHIP RECIPIENTS

Awarded Applicants shall develop and maintain ongoing relationships with business and industry partners in STEM and related fields. These partnerships should include part-time employment opportunities for students enrolled in T-STEM instructional programs and/or employment of T-STEM graduates. Student and graduate employment opportunities for each year of the Grant Term shall be

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

documented through the Business and Industry Partnership Report (Section 15.4).

Unpaid work experience opportunities may be included as partnership efforts for T-STEM.

13.3 IDENTIFY LOCAL STEM EMPLOYMENT NEEDS

Awarded Applicants shall develop partnership(s) with business and industry for the purpose of identifying local employment needs in T-STEM Occupation Fields (Section 4.2). Employment needs shall be documented for each year of the Grant Term through the Business and Industry Partnership Report (Section 15.4).

13.4 DOCUMENT PARTNERSHIPS WITH BUSINESS AND INDUSTRY

Awarded Applicants shall maintain documentation of T-STEM partnerships with business and industry. Awarded Applicants are not limited to the partnerships identified in the application and are encouraged to continually develop new partnerships. T-STEM partnerships, student employment opportunities, and local employment needs shall be documented for each year of the Grant Term through the Business and Industry Partnership Report (Section 15.4).

14 PAYMENT FOR SERVICES

14.1 FUNDS DISTRIBUTION

Funding will be provided to each Awarded Applicant. Fifty percent of funding will be distributed upon execution of the Notice of Grant Award (NOGA; Appendix C). The balance will be distributed in two disbursements. The first disbursement will be made upon submission and approval of a Request for Funds Report and the fall 2016 Initial Student Registration Data (SRD) Report, both due to the Coordinating Board by October 3, 2016 (Sections 15.2 and 15.3). The second disbursement will be made upon submission and approval of a Request for Funds Report and the spring 2017 Final SRD Report, both due on June 15, 2017. Institutions should consider local needs, including provisions for supporting freshmen who enter in AY 2017 and pursue associate degrees through two academic years, in determining how to apportion amounts requested for the two disbursements.

Funds will not be distributed to institutions with reports outstanding.

The Coordinating Board shall not be bound by award estimates in the RFA. Funding may be reduced or terminated if funds allocated to the Coordinating Board become reduced, depleted, or unavailable during the Grant Term. Additionally, upon making a finding that an Awarded Applicant has failed to perform required services or failed to conform to Award conditions, the Coordinating Board may retract or reduce the amount of the Awarded Applicant's award.

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

14.2 LAST DAY OF EXPENDITURES

All expenditures shall be made no later than the last day of the Grant Term, August 31, 2018.

14.3 RETURN OF UNEXPENDED FUNDS

Awarded Applicants shall return any unexpended funds within thirty (30) calendar days after the submission deadline for the second year's Financial Report, i.e., by December 28, 2018.

15 PROGRAM REPORTING REQUIREMENTS

For the two-year grant term, Awarded Applicants shall make initial and final student registration data reports for each semester in which T-STEM scholarships are awarded; two request for funds reports; an annual business and industry partnerships report; and an annual final financial report. Reports shall be submitted according to the conditions and timeline stipulated herein. For each report, Awarded Applicants shall use the template provided in Microsoft Word or Excel format on the [T-STEM webpage](http://www.THECB.state.tx.us/TSTEM) (www.THECB.state.tx.us/TSTEM).

15.1 REPORTING CALENDARS FOR AY 2017 AND 2018

AY 2017 Due Dates	Report
October 3, 2016	Fall 2016 Initial Student Registration Data (SRD) Report
October 3, 2016	First Request for Funds Report
January 30, 2017	Fall 2016 Final SRD Report
February 15, 2017	Spring 2017 Initial SRD Report
June 15, 2017	Spring 2017 Final SRD Report
June 15, 2017	Second Request for Funds Report
July 3, 2017	Summer 2017 Initial SRD Report
August 31, 2017	AY 17 Business and Industry Partnerships Report
September 29, 2017	Summer 2017 Final SRD Report
November 30, 2017	AY 17 Financial Report

AY 2018 Due Dates	Report
October 2, 2017	Fall 2017 Initial Student Registration Data (SRD) Report
January 30, 2018	Fall 2017 Final SRD Report
February 15, 2018	Spring 2018 Initial SRD Report
June 15, 2018	Spring 2018 Final SRD Report
July 2, 2018	Summer 2018 Initial SRD Report
August 31, 2018	AY 18 Business and Industry Partnerships Report
September 28, 2018	Summer 2018 Final SRD Report
November 30, 2018	AY 18 Financial Report (final financial report for grant term)
December 29, 2018	Deadline for returning unused grant funds

15.2 STUDENT REGISTRATION DATA REPORT

A Student Registration Data (SRD) Report shall be made for each semester during the two-year grant term in which T-STEM scholarships are awarded. The

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

report shall be submitted in two parts for each semester, Initial and Final. The Initial SRD Report shall document, for each scholarship recipient awarded as of the report date, the student's personal identifying information; ethnicity, race, and gender; T-STEM CIP code of declared major; and initial (first-year) or continuing (second-year) eligibility. The Final SRD Report shall document each recipient's graduation status, scholarship amount, and whether the recipient was employed by a partnering STEM business or industry. The Final SRD Report for each semester shall also provide full documentation of all required information for any scholarship recipients awarded since the Initial report date.

Awarded Applicants shall comply fully with the requirements of the Family Educational Rights and Privacy Act in transmitting and storing personally identifying information reported to the Coordinating Board. Submission of SRD reports shall take place through the Coordinating Board's Microsoft Office SharePoint server. New Awarded Applicants shall request and receive SharePoint access for this purpose by emailing the Point of Contact to request a user ID and initial password for T-STEM SharePoint access. Three user IDs are available for each Awarded Applicant.

Program Directors shall upload SRD Reports to the Awarded Applicants' T-STEM document folders on the secure SharePoint server. **Under no circumstances shall an Awarded Applicant transmit the Student Registration Data Report to the Coordinating Board by email or any means other than SharePoint.** Personally identifying information shall be stored locally in a secure manner such as locked cabinets, password-protected files, and other secure storage means.

15.3 REQUEST FOR FUNDS REPORTS

Two Request for Funds Reports shall be submitted. The first report shall be submitted concurrently with the fall 2016 Initial Student Registration Data (SRD) Report due October 3, 2016 (Sections 15.2 and 15.3). The first Request for Funds Report shall provide an updated budget based on funds received in the initial distribution of funds with the NOGA, scholarship awards for the fall semester as of the report's due date, and the estimated number of spring and summer scholarship awards for AY 2017.

The second Request for Funds Report shall be submitted concurrently with the spring 2017 Final SRD Report due on June 15, 2017. The second report shall provide an updated budget based on funds received during the initial and second distributions of funds and projected scholarships for each semester of AY 2018.

Institutions should consider local needs, including provisions for supporting freshmen who enter in AY 2017 and pursue associate degrees through two academic years, in determining how to apportion amounts requested for the two disbursements.

Program Directors shall transmit Request for Funds Reports electronically to TSTEM@THECB.state.tx.us.

Funds will not be distributed to institutions with reports outstanding.

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

15.4 ANNUAL BUSINESS AND INDUSTRY PARTNERSHIPS REPORT

An annual Business and Industry Partnerships Report shall be submitted at the close of AY 2017 and AY 2018, and shall document the following:

- All T-STEM business and industry partners for the reporting year;
- Local employment needs identified by partnering businesses and industries for for the reporting year, differentiated by educational level and CIP code of graduates sought; and
- All part-time employment of T-STEM scholarship recipients by partnering businesses and industries during the reporting year, including length of employment, hours per week, and related SOC classification for each employed recipient.

Each annual report shall be accompanied by a letter of understanding from each partnering business and industry that documents its role in the Awarded Applicant's T-STEM Program.

Program Directors shall upload Business and Industry Partnerships Reports to the Awarded Applicants' T-STEM document folders on the secure SharePoint server. **Under no circumstances shall an Awarded Applicant transmit a report containing students' names by email or any means other than SharePoint.**

15.5 ANNUAL FINANCIAL REPORT

Awarded Applicants shall make an annual Financial Report following the end of each academic year of the Grant Term and shall accurately report the information requested on the Financial Report Form. Reported funds expended on scholarships shall be consistent with cumulative scholarship amounts reported in the fall, spring, and summer Final SRD Reports for each reporting year.

Program Directors shall transmit the annual Financial Report electronically to TSTEM@THECB.state.tx.us.

15.6 DELINQUENT REPORTS

Awarded Applicants with required reports deemed to be delinquent may be required to return unexpended funds.

16 PROVISIONS AND ASSURANCES

16.1 COST OF APPLICATION PREPARATION

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of Applicant. These costs shall not be chargeable to the Coordinating Board by any successful or unsuccessful Applicant.

16.2 APPLICATION DELIVERY AND LATE APPLICATIONS

16.2.1 Applications must be submitted by an authorized agent of the Applicant.

16.2.2 Applications shall be considered to be "on time" if they are received on or

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

before the date and time of established deadlines. Applicant shall be solely responsible for ensuring that Application is received by the Coordinating Board prior to the deadlines outlined in Section 2. The Coordinating Board shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a Grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

16.3 CONFLICT OF INTEREST

Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an Application or termination of a Contract resulting from this RFA. If, following a review of this information, it is determined by the Coordinating Board that a conflict of interest exists, Applicants may be disqualified from further consideration.

16.4 CONTRACT

16.4.1 Submission of an Application confers no rights of Applicant to an award or to a subsequent Contract, if there is one. The issuance of this RFA does not guarantee that a Contract will ever be awarded. The Coordinating Board reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the Contract and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at the Coordinating Board's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. The Coordinating Board may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable time frame is cause for rejection of an Application.

16.4.2 Upon execution of a Contract resulting from this RFA, the term 'Applicant' shall have the same meaning as 'Awarded Applicant' or 'Grantee'. Likewise, the terms 'Request for Applications' and 'Application' shall have the same meaning as the terms 'Contract.'

16.5 PROPRIETARY INFORMATION

During the performance of a project implemented under a Contract resulting from this RFA, Awarded Applicant may have access to data, information, files, and/or materials (collectively referred to as "data"), which are the property of the Coordinating Board. These data shall be handled in a method that concurs with the Family Educational Rights and Privacy Act (FERPA) regulations and guidelines.

Applicant agrees to comply with FERPA, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99. Applicant agrees (1) to protect any confidential student information it receives or accesses that could make a student's identity traceable, and (2) any confidential data analysis or report shall

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

not be disclosed to any third party without the Coordinating Board's prior written consent.

Awarded Applicant shall have a system in effect to protect all data received or maintained in connection with the activities of this RFA. Awarded Applicant agrees to use its best efforts to preserve the safety, security, and integrity of the data, and to ensure the privacy and confidentiality of all data. Any disclosure or transfer of proprietary information by Awarded Applicant shall be in accordance with applicable federal or Texas law.

16.6 RELEASE OF INFORMATION BY AWARDED APPLICANT

16.6.1 Awarded Applicant shall NOT release any data that is not FERPA compliant. Failure to follow the guidelines established may result in immediate termination of the Contract.

16.6.2 Awarded Applicant agrees to notify the Coordinating Board Point of Contact prior to the release of any information to the news media regarding the activities being conducted under any Contract resulting from this RFA.

16.6.3 Public Disclosure

Subject to prior approval by the Coordinating Board the Grantee may publish or otherwise make publicly available the results of the work conducted under the Grant. Publication in popular media as well as scholarly journals is encouraged. However, unless otherwise required by applicable law (e.g., the Public Information Act), Applicant understands and agrees that no public disclosures or news releases pertaining to this Grant Award, including any results, findings or reports conducted to fulfill requirements of this Grant Award, shall be made without the prior consent of the Coordinating Board. One reprint of any publication should be made available electronically to the Division of Academic Quality and Workforce of the Coordinating Board.

16.6.4 Acknowledgment of Support

An acknowledgment of the Coordinating Board support must appear in any publication of any material based on this Grant in terms such as the following:

"This material is based in part upon work supported by the Texas Higher Education Coordinating Board's Texas-Science, Technology, Engineering and Mathematics (T-STEM) Challenge Scholarship Program."

16.7 RELEASE OF APPLICATION INFORMATION BY THE COORDINATING BOARD

16.7.1 *Public Information Act.* Awarded Applicant understands and acknowledges that as a Texas state agency, the Coordinating Board is subject to the provisions of the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and the opinion of the Attorney General of the state of Texas. Awarded Applicant will cooperate with the Coordinating Board in the production of documents responsive to any such requests under the Public

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

Information Act. The Coordinating Board will make a determination whether to submit a Public Information Act request to the Attorney General.

16.7.2 All submitted Applications become the property of the Coordinating Board after the RFA submittal deadline date. Upon acceptance of the Contract, all information submitted with Applicant's Application becomes public record and all information submitted with Awarded Applicant's Application becomes part of the Contract. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

16.7.3 Any proprietary information included in Applicant's Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such identification was submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application at each page it appears. Such markings shall be in **boldface** type of at least 14 point font. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information.

16.7.4 If Awarded Applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those Sections will be deemed non-proprietary and made available upon public request after the Contract is awarded. The production of any material under the Contract shall not have the effect of violating or causing the Coordinating Board to violate any law, including the Texas Public Information Act.

16.8 AMENDMENT AND TERMINATION

16.8.1 *Amendment.* Any amendment or change to the Grant which becomes necessary shall be accomplished by a formal Contract amendment signed and approved by duly authorized representatives of Awarded Applicant and the Coordinating Board. None of the parties to the Contract will be bound by any oral statements, agreements, or representations contrary to the written Contract requirements and terms and conditions.

16.8.2 *Coordinating Board's Right to Terminate for Cause.* As consistent with applicable law, the Coordinating Board may terminate the Contract, in whole or in part, immediately upon notice to Awarded Applicant, or at such later date as the Coordinating Board may establish in such notice, upon the occurrence of any material breach, including, but not necessarily limited to, non-compliance with requirements and assurances outlined in the RFA or its Section 16 "Provisions and Assurances," failure to provide accurate, timely, and complete information as required by the Coordinating Board to evaluate the effectiveness of the T-STEM Program, or a failure to perform any of the work under the Contract to the Coordinating Board's satisfaction within the time specified herein or any extension thereof. Any instance of non-compliance shall constitute a material breach. The Coordinating Board may, in its sole discretion, provide Awarded Applicant with an opportunity for consultation with the Coordinating Board prior to termination. If Awarded Applicant fails or refuses to perform its obligations

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

under the Contract, the Coordinating Board may exercise any and all rights as may be available to it by law or in equity.

16.8.3 Interpretation. As consistent with applicable law, the Contract may be terminated in the event that federal or state laws or other requirements or a judicial interpretation renders continued fulfillment of the Contract on the part of either party unreasonable or impossible. If the parties hereto should be unable to agree upon amendment which would thereafter be needed to enable the substantial continuation of the services contemplated herein, then, upon written notification by the Coordinating Board to Awarded Applicant, the parties shall be discharged from any further obligations created under the terms of the Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination. The Coordinating Board reserves the right, at its sole discretion, to unilaterally amend the Contract throughout the Contract Term to incorporate any modifications necessary for the Coordinating Board's compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

16.8.4 Effect of Termination. As consistent with applicable law, upon receipt of written notice to terminate, Awarded Applicant shall promptly discontinue all Services affected (unless the notice directs otherwise), refund partially or fully all Grant proceeds in accordance with written notice, and shall deliver or otherwise make available to the Coordinating Board, a summary of work products developed by Awarded Applicant under the Contract, whether completed or in process. Upon any termination, all indemnities, including without limitation those set forth in the Contract, as well as Contract provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of the Contract for any reason whatsoever and shall remain in full force and effect. The Coordinating Board shall be liable to Awarded Applicant for that portion of the Services authorized by the Coordinating Board and which have been completed prior to the effective date of termination, provided that the Coordinating Board shall not be liable for any work performed that is not acceptable to the Coordinating Board and/or does not meet Contract requirements.

16.8.5 In the event of termination, the Coordinating Board reserves the right to negotiate a Contract based on another Applicant's submission if it is in the state's best interest.

16.9 NOTICE

Any notice or written communication between the parties shall be considered delivered when postmarked, except that such notice or written communications sent by certified mail, return receipt requested, or delivered in person to the authorized representative of the party designated in accordance with the Contract shall be considered to be delivered when received.

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

16.10 ASSIGNMENT OR SUBCONTRACTING

No rights, interest, or obligations in a Contract resulting from this RFA shall be assigned, delegated, or subcontracted by Awarded Applicant without prior written permission of the Coordinating Board Point of Contact. Any attempted assignment, delegation, or subcontract by Awarded Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity with this Paragraph. No delegation, assignment, or subcontract shall relieve Awarded Applicant of any responsibility under this RFA.

16.11 LIABILITY AND INDEMNIFICATION

16.11.1 LIABILITY

16.11.1.1 Neither the Coordinating Board's review, approval, or acceptance of, nor payment for any of the services provided hereunder shall be construed to operate as a waiver of any rights under the Contract, or of any cause of action arising out of the performance of the work required by the Contract.

16.11.1.2 The Coordinating Board shall have no liability except as specifically provided by law.

16.11.1.3 *Sovereign Immunity.* The Coordinating Board and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between the Coordinating Board and Awarded Applicant, or any subsequent change order, amendment, or other Contract modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to the Coordinating Board or to Applicant if Applicant is another Texas state agency beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

6.11.2 INDEMNIFICATION (Not applicable to state agencies)

16.11.2.1 To the extent allowed by law, Awarded Applicant agrees to indemnify, defend and hold harmless, to the extent allowed by law, the State of Texas, the Coordinating Board, as well as officers, agents, and employees of the Coordinating Board from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, including but not limited to personal injury or illness, bodily injury (including death) and property damage occurring in connection with or in any way incident to or arising out of the use, service, operation or performance of work under the terms of the Contract, except claims, demands, fees, suits or actions arising from any negligence by the Coordinating Board, its officers, agents, employees, contractor, subcontractors or any negligence of a third party, its (their) officers, agents, employees, contractors, subcontractors. The Coordinating Board shall give Awarded Applicant written notice of each such claim or suit and full right and opportunity to conduct Awarded Applicant's own defense thereof, together with full information and all reasonable cooperation. Awarded Applicant shall coordinate

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

its defense with the Texas Attorney General as requested by the Coordinating Board.

16.11.2.2 Additionally, if Awarded Applicant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, Awarded Applicant shall indemnify, defend and hold harmless, to the extent allowed by law, the State of Texas, the Coordinating Board, as well as officers, agents, and employees of the Coordinating Board, from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify (to the extent allowed by law) the State of Texas, the Coordinating Board, as well as officers, agents, and employees of the Coordinating Board, from any cost, expense, royalty or damage which the State of Texas, the Coordinating Board, as well as officers, agents, and employees of the Coordinating Board may be obligated to pay by reason of any infringement at any time during the performance of or after completion of the work. Awarded Applicant represents and warrants that it has determined what licenses, patents and permits are required under the Contract and has lawfully acquired all such licenses, patents, and permits.

16.11.2.3 Notwithstanding any indemnification clause, the Coordinating Board shall have full authority to conduct its own defense, negotiations, and settlements, but Awarded Applicant's indemnification nevertheless remains in full force and effect. Any settlement shall only be reimbursable by Awarded Applicant if Awarded Applicant approves such settlement in advance, and any liability upon unsuccessful defense shall only be reimbursable by Awarded Applicant if Awarded Applicant has full opportunity to participate equally in the defense of the action.

16.12 LICENSE

Awarded Applicant grants a non-exclusive license to the Coordinating Board to use the funded project's work products under this Grant Award for purposes consistent with the Coordinating Board's mission.

16.13 SEVERABILITY AND STRICT PERFORMANCE

The invalidity, illegality, or unenforceability of any provisions of the Contract shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the Coordinating Board and Awarded Applicant hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by the Coordinating Board or Awarded Applicant at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. The Coordinating Board's review, approval, acceptance of, or payment for any of the services provided in the Contract shall not be construed to operate as a waiver of any of its rights

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

under the Contract, or of any cause of action arising out of the performance of the services required by the Contract.

16.14 CONFLICTING RFA LANGUAGE

In the event that language contained in a particular Section of the RFA is found to be in conflict with language in another Section, the most stringent requirement(s) shall prevail.

16.15 INSPECTIONS/SITE VISITS

Throughout the Contract Term, the Coordinating Board and/or its representatives shall have the right to make site visits to review partnership program operations and accomplishments.

16.16 AUDIT AND ACCESS TO RECORDS

16.16.1 Pursuant to Texas Government Code 2262.003, Awarded Applicant acknowledges that acceptance of funds under the Contract acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) the Coordinating Board's Internal Auditor, and (4) any external auditors selected by the Coordinating Board, the State Auditor's Office, or by the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract Awarded Applicant awards.

16.16.2 Awarded Applicant shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Awarded Applicant in connection with the Contract. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant) shall be retained by Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by the Coordinating Board and by others authorized by law or regulation to do so for a period of not less than five (5) years from the date of completion of the Contract or the date of the receipt by the Coordinating Board of Awarded Applicant's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with the Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

16.16.3 Each Grantee institution shall have a system established in writing to ensure that appropriate officials provide all necessary organizational reviews and approvals for the expenditure of funds and for monitoring project performance and adherence to Grant terms and conditions under the Contract.

16.16.4 The Coordinating Board reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by Awarded Applicant on work performed under the Contract. Awarded Applicant shall reimburse the Coordinating Board within 30 calendar days of receipt of notice from the Coordinating Board of overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" subsection shall constitute a material breach of the Contract.

16.17 ACCOUNTING SYSTEM

Awarded Applicant shall have an accounting system that accounts for cost in accordance with generally accepted accounting principles. Awarded Applicant's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

16.18 NON-APPROPRIATION OF FUNDS

The Contract may be terminated if funds allocated to the Coordinating Board should become reduced, depleted, or unavailable during the Contract period, and to the extent that the Coordinating Board is unable to obtain additional funds for such purposes. The Coordinating Board shall negotiate efforts as first consideration and if such efforts fail, then the Coordinating Board shall immediately provide written notification to the Awarded Applicant of such fact and the Contract shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. The Coordinating Board shall be liable for costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or the Coordinating Board beyond the then existing biennium.

16.19 STATE FISCAL COMPLIANCE GUIDELINES

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all grants, cooperative agreements, contracts and other financial assistance arrangements executed between state agencies, local governments and any other sub-recipient not specifically excluded by state or federal law. All applicable conditions and uniform assurances can be found at <http://governor.state.tx.us/files/state-grants/UGMS062004.doc>.

16.20 APPLICABLE LAW AND VENUE

The Contract and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents is

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Contract shall be due and payable in Travis County, Texas.

16.21 APPLICANT RESPONSIBILITIES

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including the Coordinating Board rules relating to the T-STEM Program as codified in Title 19, Part 1 of the Texas Administrative Code) and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by the Coordinating Board, Applicant shall furnish the Coordinating Board with satisfactory proof of its compliance.

Civil Rights: Awarded Applicant may also not on the grounds of race, color, national origin, gender, religion, age or disability exclude an individual from participation in, or deny the benefits of, the T-STEM Program.

Each Awarded Applicant must follow the Civil Rights Act of 1964, Title VI (Public Law 88-353) in avoiding discrimination in admissions.

Probation Notice: If Awarded Applicant is placed on probation by its accrediting agency, it must immediately advise the Coordinating Board's Point of Contract and individual student award recipients of this condition and maintain evidence in each student's file to demonstrate that the student was so informed.

Disbursements to Students:

(A) Documentation. Awarded Applicant must maintain records to prove the receipt of program funds by the student or the crediting of such funds to the student's school account.

(B) Procedures in Case of Illegal Disbursements. If the Coordinating Board has reason for concern that an Awarded Applicant has disbursed funds for unauthorized purposes, the Coordinating Board will notify the Program Director and financial aid officer and offer an opportunity for a hearing pursuant to the procedures outlined in Chapter 1 of Title 19 of the Texas Administrative Code (relating to Agency Administration). Thereafter, if the Coordinating Board determines that funds have been improperly disbursed, the Awarded Applicant shall become primarily responsible for restoring the funds to the Coordinating Board. No further disbursements of grants or scholarships shall be permitted to students at that institution until the funds have been repaid.

(3) Reporting and Refunds.

(A) Requirements/Deadlines. All Awarded Applicants must meet the Coordinating Board reporting requirements in a timely fashion. Such reporting requirements shall include reports specific to allocation and reallocation of grant funds as well as progress and year-end reports of program activities.

(B) Penalties for Late Reports or Refunds.

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

(i) The Coordinating Board may penalize an Awarded Applicant by reducing its allocation of funds in the following year by up to 10 percent for each report that is postmarked or submitted electronically more than a week late. The Coordinating Board may assess more severe penalties against an Awarded Applicant if any report is received by the Coordinating Board more than one month after its due date.

(ii) The Coordinating Board may penalize an Awarded Applicant by reducing its allocation of funds in the following year by up to 10 percent for each late refund of grant funds. If grant funds are returned more than a week after the announced return date, they will be considered late.

(iii) The maximum penalty for a single year is 30 percent of the Awarded Applicant's grant.

(C) Appeal of Penalty. If the Coordinating Board determines that a penalty is appropriate, the Awarded Applicant will be notified by certified mail, addressed to the Program Director with a copy sent to the financial aid officer. Within 21 days from the time that the Program Director receives the written notice, the Awarded Applicant must submit a written response appealing the Coordinating Board's decision, or the penalty shall become final and no longer subject to an appeal. An appeal under this section will be conducted in accordance with the rules provided in Chapter 1 of Title 19 of the Texas Administrative Code.

(4) Program Reviews. If selected for such by the Coordinating Board, participating institutions must submit to program reviews of activities related to the T-STEM Program.

16.22 KEY PERSONNEL

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary meet T-STEM Program requirements and outcomes. Awarded Applicant shall provide to the Coordinating Board prior written notice of any proposed change in key personnel involved in accomplishing T-STEM Program requirements and outcomes. No substitutions of key personnel will be made without the prior written consent of the Coordinating Board. All requested substitutes must be submitted to the Coordinating Board.

16.23 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Awarded Applicant shall ensure that all personnel provided to perform work under the Contract possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996. Awarded Applicant shall maintain written records on all personnel provided under the Contract and shall provide such records to the Coordinating Board upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and the Coordinating Board shall have the right to terminate the Contract for cause. Awarded

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

Applicant shall ensure this section is included in all subcontracts it is authorized by the Coordinating Board to enter.

16.24 SUPPLANTING PROHIBITION

A Grant Award may not be used to replace federal, state, or local funds. Moreover, an individual scholarship award to an eligible student may only be used to augment, not replace, other gift aid.

16.25 CARRYOVER FUNDS

At the Coordinating Board's discretion, unencumbered funds may carry over from each year of the grant period.

16.26 TIME AND EFFORT RECORDKEEPING

For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Awarded Applicant that confirm the project work provided within each funding source. Awarded Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified.

16.27 FORMS, ASSURANCES, AND REPORTS

Awarded Applicant shall timely file with the proper authorities all forms, assurances and reports required by state laws and regulations. The Coordinating Board shall be responsible for reporting to the proper authorities any failure by Awarded Applicant to comply with the foregoing laws and regulations coming to the Coordinating Board's attention, and may deny reimbursements or recover payments made by the Coordinating Board to Awarded Applicant in the event of Awarded Applicant's failure to so comply.

16.28 FAMILY CODE APPLICABILITY

By accepting the Grant Award, Awarded Applicant, if other than a state agency or a non-profit, certifies that under Section 231.006, Family Code, that Awarded Applicant is not ineligible to receive payment under this Grant and acknowledges that this Grant Award may be terminated (consistent with applicable law) and reimbursement may be withheld if this certification is inaccurate. The Coordinating Board reserves the right to terminate this Grant if Awarded Applicant is found to be ineligible to receive payment. If Awarded Applicant is found to be ineligible to receive payment and the Grant is terminated, Awarded Applicant is liable to the Coordinating Board for attorney's fees, the costs necessary to complete the Grant, including the cost of advertising and awarding a second Grant, and any other damages or relief provided by law or equity.

16.29 AFFIRMATION CLAUSES

Applicant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity,

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

special discount, travel, favor, or service to a Coordinating Board public servant, including employees, in connection with the submitted response.

Neither Applicant nor the firm, corporation, partnership, entity, or institution represented by Applicant or anyone acting for such firm, corporation, partnership, entity, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws, or (2) communicated the contents of this Application either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFA.

If applicable, the Texas business address shown herein is, in fact, the legal business address of Applicant and Applicant qualifies as a Texas Resident Bidder under Texas Government Code Chapter 2252.

Under Texas Government Code § 2155.004, no person who was compensated by the Coordinating Board to assist in preparing the RFA specifications or this RFA has any financial interest in Applicant's Application. If Applicant is not eligible, then any contract resulting from this RFA shall be immediately terminated. Further, under Section 2155.004, Texas Government Code, Applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

The Coordinating Board is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Applicants with the Federal General Services Administration's System for Award Management (SAM, <http://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Applicant is not so prohibited from entering into this contract. Moreover, Applicant further certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. (Entities ineligible for federal procurement are listed at <http://www.sam.gov>.)

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459(a)(2), Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459(a)(2), Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Applicant certifies that the individual or business entity named in this Application is not ineligible to receive a contract resulting from this RFA and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

Appendix A

Crosswalk: T-STEM Program and Occupation Classifications

Below is a cross-walk table between the Classification of Instructional Programs (CIP) and the Standard Occupational Classification (SOC) for instructional programs and occupation fields of the T-STEM Challenge Scholarship Program.

Cross-Walk between T-STEM Instructional Programs and Occupations			
CIP Code	T-STEM Instructional Program Name	SOC Code	Occupation Title
11.00	Computer and Information Sciences and Support Services	15	Computer and Mathematical Occupations
27.00	Mathematics and Statistics		
14.00	Engineering	17-2	Engineers
15.00	Engineering Technologies/Technicians	17-3	Engineering Technicians
26.00	Biological Sciences	19-1	Life Scientists
40.00	Physical Sciences	19-2	Physical Scientists
30.01	Multi/Interdisciplinary Studies, Biological and Physical Sciences	19-4	Life and Physical Science Technicians (except SOC 19-406)
51.00	Health Services/Allied Health/Health Sciences, General		
51.06	Dental Support Services and Allied Professions		
51.08	Allied Health and Medical Assisting Services		
51.09	Allied Health Diagnostic, Intervention, and Treatment Professions	29	Healthcare Practitioners and Technical Occupations
51.10	Clinical/Medical Laboratory Science/Research and Allied Health Professions)	31	Healthcare Support Occupations
51.11	Health/Medical Preparatory Programs		
51.18	Ophthalmic and Optometric Support Services and Allied Professions		
51.23	Rehabilitation and Therapeutic Professions		
CIP =	Classification of Instructional Programs National Center for Educational Statistics http://www.txhighereddata.org/Interactive/CIP/	SOC =	Standard Occupational Classification Bureau of Labor Statistics http://www.bls.gov/soc/major_groups.htm

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

Appendix B

List of Eligible Applicants

Texas public community/junior colleges or public technical colleges, or community college districts and systems with more than 50 students enrolled in T-STEM programs in the previous academic year. *Eligibility for the 2016-2018 T-STEM Challenge Scholarship Program is based on Academic Year 2015 data.* The numbers of students listed below include all declared majors classified in T-STEM Instructional Programs (Section 4.1), who were enrolled for 30 or more hours. An eligible Applicant may receive continuation funding following the first academic year of participation based on criteria listed under Section 5.2 of the Request for Applications.

	Institution	T-STEM Students AY 2015
1	TEXAS STATE T. C. CENTRAL OFF.	1,332
2	ALAMO COMMUNITY COLLEGE DIST	1,206
3	AUSTIN COMMUNITY COLLEGE	637
4	SAN JACINTO COMMUNITY COLLEGE	631
5	BLINN COLLEGE	426
6	HOUSTON COMMUNITY COLLEGE	426
7	SOUTH TEXAS COLLEGE	394
8	TYLER JUNIOR COLLEGE	391
9	LONE STAR COLLEGE SYSTEM DIST.	350
10	EL PASO COMMUNITY COLLEGE DIST	308
11	DALLAS CO COMMUNITY COLL DIST	280
12	WHARTON COUNTY JUNIOR COLLEGE	254
13	COLLIN CO COMM COLL DISTRICT	226
14	PARIS JUNIOR COLLEGE	185
15	DEL MAR COLLEGE	183
16	LEE COLLEGE	157
17	CENTRAL TEXAS COLLEGE	140
18	NAVARRO COLLEGE	138
19	KILGORE COLLEGE	131

	Institution	T-STEM Students AY 2015
19	AMARILLO COLLEGE	125
20	PANOLA COLLEGE	125
23	TARRANT COUNTY COLLEGE DIST	125
24	LAMAR INSTITUTE OF TECHNOLOGY	118
25	SOUTH PLAINS COLLEGE	113
26	MCLENNAN COMMUNITY COLLEGE	107
27	NORTH CENTRAL TEXAS COLLEGE	101
28	TRINITY VALLEY COMM COLLEGE	75
29	GRAYSON COLLEGE	71
30	NORTHEAST TEXAS COMM COLLEGE	68
31	VICTORIA COLLEGE	63
32	COASTAL BEND COLLEGE	60
33	ALVIN COMMUNITY COLLEGE	57
34	RANGER COLLEGE	57
35	MIDLAND COLLEGE	57
36	ANGELINA COLLEGE	56
37	WESTERN TEXAS COLLEGE	53
38	ODESSA COLLEGE	52
	LAREDO COMMUNITY COLLEGE*	

*Institutional data under review

**Texas Science, Technology, Engineering, and
Mathematics (T-STEM) Challenge Scholarship Program
2016-2018**

Appendix C

Sample NOGA

 <p style="text-align: center; font-weight: bold; color: blue;">Texas Higher Education Coordinating Board</p>	<p>THECB Award Number: {bmsReference} Appropriation Year: {encumbrance AY}</p>
<p style="font-size: 1.2em; font-weight: bold;">ANTICIPATED Notice of State Grant Award to {contracted_party}</p>	
<p>Grantee Name and Address: {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}</p>	<p>Grant Title: Texas – Science, Technology, Engineering, and Math (T-STEM) Challenge Scholarship Program</p> <p>Amount of Award: \$ {total_\$}</p> <p>Division: Workforce, Academic Affairs and Research</p> <p>Term of Grant: XXXX – XXXX</p> <p>Payment Method: 50% upon execution; balance of award in two disbursements upon submission of Request for Funds reports by October 3, 2016 and June 15, 2017. The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Applications.</p>
<p>Authority: Texas Education Code, Chapter 61.9791 through 61.9795, Texas Science, Technology, Engineering, and Math (T-STEM) Challenge Scholarship Program</p>	
<p>The Texas Higher Education Coordinating Board’s (“THECB”) and the Grantee’s (collectively, referred to as “the parties”) execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application (“RFA”) including any addenda issued, (2) addenda to the Grantee’s Application (if any), and (3) Grantee’s Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>Any changes in the approved Grant must follow THECB’s amendment process as defined in the RFA. Any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (30) days unless otherwise agreed by THECB and Grantee.</p>	
<p>Approving THECB Official:</p>	<p>Approving Grantee Official:</p>
<p>{signContact} {signContacttitle}</p>	<p>{signed_by} {signed_bytitle}</p>
<p>Date:</p>	<p>Date:</p>